

# REPLY EX. “A”

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

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VIKRAM KURIYAN,

Plaintiff,

- against -

JOEL SCHREIBER and WATERBRIDGE  
CAPITAL, LLC,

Defendants.

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**AFFIDAVIT OF**  
**BRADLEY REIFLER**

Index No.: 655937/2019

BRADLEY REIFLER duly swears and hereby affirms, under penalty of perjury, as  
follows:

1. This Affidavit is submitted in Opposition to the Defendants motion to dismiss and shall serve to support those allegations contained within Plaintiff Vikram Kuriyan's Verified Complaint and I offer the following based upon my personal knowledge.

2. I am aware that between approximately June 2013 and December of 2016, Joel Schreiber sourced, induced and borrowed money from Vikram Kuriyan on at least six occasions.

3. To my knowledge, Schreiber borrowed a total of \$1,000,000 in principal from Vikram Kuriyan.

4. As I understand it, the loans between Kuriyan and Schreiber were each intended to be short-term loans with the loans originally providing for Schreiber to return the loan proceeds plus any interest and/or fees within 90 days, or in some cases in far less time.

5. Schreiber proposed and agreed to interest and fees which would generally be above the going market rate to induce Kuriyan, who was not and is not in the business of lending, to extend the loans that Schreiber was seeking.

6. Additionally, to induce Vikram Kuriyan to lend him even more money, Joel Schreiber pledged additional collateral that was to be forfeited in its entirety if Joel Schreiber defaulted.

7. On behalf of Vikram Kuriyan, I urged Joel Schreiber to settle his debts to Vikram Kuriyan for years. I also attempted to mediate an amicable settlement between Joel Schreiber and Vikram Kuriyan.

8. At a meeting on August 22, 2019, Joel Schreiber told me that he believed he owed Vikram Kuriyan \$1,400,000.

9. Joel Schreiber told me that he had pledged WeWork stock to Vikram Kuriyan as collateral for the loans. When Joel Schreiber got a distribution (or multiple distributions) from Softbank in connection with his WeWork stock, he did not give Vikram Kuriyan any of the proceeds, despite Vikram Kuriyan's unpaid outstanding debt owed and Vikram Kuriyan's demand for satisfaction of the amounts due and owing be re-paid from the SoftBank WeWork distribution.

10. Knowing the circumstances and repeated deceptions of Joel Schreiber, and the fact that Vikram Kuriyan was prevented from taking possession of and being able to liquidate the pledged We Work stock collateral, I believe Joel Schreiber owes Vikram Kuriyan at least \$5,000,000 under the terms of their agreement.

11. I am aware of several instances of outright deception and duplicitous dealing by Joel Schreiber including that in or about April 2015, Joel Schreiber made a loan payment of \$1,000,000 that was due to Forefront Partners which was returned for insufficient funds.

12. In approximately December of 2015, Joel Schreiber again made a loan payment to Forefront Partners of \$1,000,000, which was returned for insufficient funds.

13. Furthermore, on another occasion, Joel Schreiber hid the fact from lenders of a loan taken related to a property located at 801 South Broadway, Los Angeles, California, that he temporarily took money, for personal reasons, out of the lenders escrow account in violation of his covenants with his lenders.

14. Joel Schreiber has a repeated track record of regularly double or triple pledging collateral; violating agreements; selling pledged collateral without repaying lenders; side-stepping UCC's; and not paying his obligations to others.

Dated: June 8, 2020  
New York, New York

By:   
Bradley Reifler